

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

701-0046

STIPULATED AGREEMENT NO. 955

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "COMMISSION", the Union Pacific Railroad Company, hereinafter referred to as "COMPANY", Liberty Township of Effingham County, hereinafter referred to as "TOWNSHIP", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through formal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY'S track with a public highway known as Township Road ("TR") 1 located near the unincorporated community of Holland (**Beecher City**), Effingham County, Illinois, designated as crossing AAR/DOT 167 844A, milepost 208.05 CC; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by members of the COMMISSION'S Rail Section staff; and

WHEREAS, the physical aspects, Including **geometrics** of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section **18c-7401** of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

DOCKETED

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- a) the installation of automatic flashing light signals and gates controlled by constant warning time circuitry.
- b) the widening of the roadway from a 14' to an 18' surface with 2' shoulders on each side of the roadway and the reconstruction of the highway approaches to meet the requirements of the COMMISSION'S 92 Ill. Code 1535.204.

Section 3 The TOWNSHIP has prepared a preliminary estimate of cost to accomplish the proposed improvement, which they may be required to perform. Said estimate is attached as Exhibit B. The Rail Safety Section of the COMMISSION'S Transportation Division prepared the cost estimate pertaining to the installation of the automatic warning devices. The COMPANY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section The COMPANY and TOWNSHIP shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be one hundred twenty (120) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- a) the cost for the improvements listed in Section 2(a), estimated to be \$185,000, shall be allocated 95% of the actual cost, in an amount not to exceed \$175,750, to the Grade Crossing Protection Fund, with all remaining installation cost and all costs of future maintenance and operations of the automatic warning devices being borne by the COMPANY.

(The Rail Safety Section of the COMMISSION'S Transportation Division prepared an estimate of cost to install the automatic warning devices as described in Section 2(a). The COMPANY will be required to submit actual detailed estimates of cost to the staff of the COMMISSION'S Railroad Section and DEPARTMENT as a provision of the Order subsequent to this Agreement.

- b) the cost for the highway approach work listed in Section 2(b), estimated to be \$25,575, as well as all cost of future maintenance of the roadway and approaches to the crossing, shall be borne 100% by the TOWNSHIP. (See Exhibit B, pages I-2)

Section 6 The TOWNSHIP is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit C.

Section 7 Special Provisions: The COMPANY and TOWNSHIP shall at six (6) month intervals from the date of the Order subsequent to this Agreement, until the project has been completed, submit written reports to the Director of Processing, Transportation Division of the Commission, stating the progress each has made toward the completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and project manager information, (the name, title, mailing address, phone number, and facsimile number) of the TOWNSHIP'S and COMPANY'S employee responsible for the project.

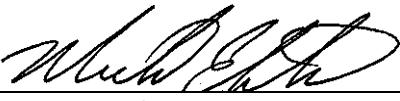
The COMPANY shall at six (6) month intervals from the date of the Order subsequent to this Agreement, until the project has been completed, submit written reports to the Director of Processing, Transportation Division of the Commission, stating the status of expenditures made to the Company from the Grade Crossing Protection Fund and percentage of completion of the project.

All bills for expenditures related to items described in Section 2(a) authorized reimbursed from the Grade Crossing Protection Fund shall be submitted to the Mr. Hank Cronister, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, IL 62764. The DEPARTMENT shall send a copy of all bills received to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION Order date, de-obligate all residual funds accountable for installation cost for this project.

Section This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this&&' day of May, 2001.



Michael E. Stead,
Rail Safety Program Administrator

Attest:



Robert S Berry,
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 955 concerning improvements at the crossing of the track of the Union Pacific Railroad Company (AAR/DOT 167 844A, milepost 208.05 CC) with TR 1 near the unincorporated community of Holland in Liberty Township, Effingham County, Illinois.

Executed by the Liberty Township of Effingham County this 1st day of June, 2001.

THE TOWNSHIP OF LIBERTY

By: Ronald L. Berg

Attest:

Sherry Berg



Illinois Commerce Commission Stipulated Agreement No. 955 concerning improvements at the crossing of the track of the Union Pacific Railroad Company (AAR/DOT 167 844A, milepost 208.05 CC) with TR 1 near the unincorporated community of Holland in Liberty Township, Effingham County, Illinois.

Executed by the Company this 13 day of June, 2001.

UNION PACIFIC RAILROAD COMPANY

By: Thomas I. Osee
CHIEF ENGINEER

Attest:

Kathy Glickner

Illinois Commerce Commission Stipulated Agreement No. 955 concerning improvements at the crossing of the track of the Union Pacific Railroad Company (AAR/DOT 167 844A, milepost 208.05 CC) with TR 1 near the unincorporated community of Holland in Liberty Township, Effingham County, Illinois.

Executed by the Department this 3rd day of July, 2001.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: James C. Slifer
Director of Highways

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line Union Pacific M i l e p o s t I n v e n t o r y # 7 8 4 4 A

City Near Beecher City S t r e e t C o u n t y - m

Jurisdiction ~~Liberty Township~~ Urban-Rural X Commercial- Residential X

S t r e e t S u r f a c e - W i d t h 14' C o n d i t i o n -

Angle-Tracks Tangent _____ Degree of Curve _____ Superelevation _____

Depth of Cut _____ Height of Fill _____

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		Main	Timber	25'	Fair

Intersecting Roads 1 00' No 200' No

Traffic Control Devices Present _____ No _____

ADT 200 Speed 55 mph (unposted) Statewide _____ Yes _____

Schoolbuses Yes Hazardous Materials- Other _____

Rail Traffic: Ft. 20 @ 60 mph P a s s . , & @ Switch _____

Simultaneous Movements No Daylight and Dar -

Present Protection Cross buck signs

Advance Warning Signs - Pavement Marking No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	_____	_____	_____	_____
NW	_____	_____	_____	_____
SE	_____	_____	_____	_____
SW	_____	_____	_____	_____

Approach Grades

East 25' _____' A % 50' _____' 4 . 8 % _____%

West 25' _____' 4 % 50' _____' 6.1 % _____%

Comments: The existing crossing surface is in fair condition and not in violation of COMMISSION regulations. However, it will need replacement in the future. The TOWNSHIP is bearing 100% of the cost for the roadway widening and highway approach reconstruction from funds received from a private source. No MFT monies are involved.

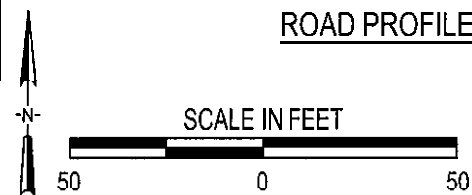
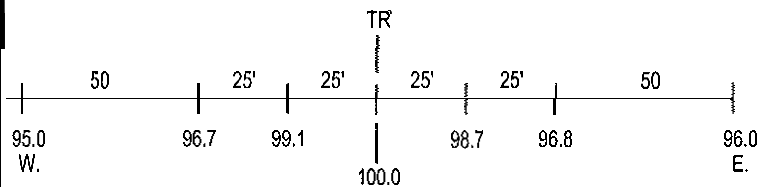
The highway approaches will be built to meet COMMISSION regulations. The existing crossing surface should be wide enough to accommodate the widened roadway and usable shoulder area. The roadway will keep the same centerline.

Exhibit A
Page 3

Reflect Xbuck
20.6' - cl of tr, 6.2' - eop



Reflect Xbuck
21.3' - cl of tr, 6.4' - eop



③ Photo Location

Crossing #: 167844A
Location: Effingham Co., City of Altamont (N)
Lat/Long: 39°12'57" / 88°44'50"
Railroad: UP
Street: 2100 N
Railroad Milepost: 208.05
Crossing Protection: Signs

Holland Community Railroad Crossing Estimate

Route TR 1

Liberty Township

Item	Description	Quantity	Unit	Unit Cost	cost
1	Earth Excavation	200	yard	\$ 4.00	\$ 800.00
2	Embankment	1000	yard	\$ 6.00	\$ 6,000.00
4	Trench Backfill	10	ton	\$ 25.00	\$ 250.00
5	Agg. Bse. Course	550	ton	\$ 15.00	\$ 8,250.00
6	Bit. Materials Prime	350	gal	\$ 2.00	\$ 700.00
7	Bit. Materials Seal	700	gal	\$ 2.00	\$ 1,400.00
8	Cover Coat Agg.	15	ton	\$ 25.00	\$ 375.00
9	Seal Coat Agg.	30	ton	\$ 25.00	\$ 750.00
10	Pipe Culvert	100	foot	\$ 15.00	\$ 1,500.00
11	Seeding	0.4	acre	\$ 750.00	\$ 300.00
12	Traffic Control	1	L.S.	\$ 750.00	\$ 750.00
13	Railroad Insurance	1	L.S.	\$ 3,000.00	\$ 3,000.00
14	Prot. Of RR. Trafic	1	L.S.	\$ 1,000.00	\$ 1,000.00
					\$
					\$
					\$
				Sub Total	\$ 25,075.00
				Estimated Construction Cost	\$ 25,075.00
				Right-of-Way	\$ 500.00
				Total Cost	\$ 25,575.00

Prepared By:
Effingham County Highway Department
Greg Koester P.E.
05-May-01

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date _____

Agreement # 955

The _____
(Board or Council of Township, Village, City, County, etc.)

meeting on _____, Resolved to authorize _____
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and
that the _____ is financially willing and able to
(Township, Village, City, County)

bear the cost for the proposed improvements as may be assigned to it according
to Section 5 of this Agreement.

6-5-01

Note: The Liberty Township Highway Commissioner has authority to sign documents and agreements. He does not need authorization from the Liberty Township Board. By signing the signature page, Liberty Township Highway Commissioner is stating that the Road District has sufficient funds to pay its share of the project cost.

B. Berry